
**SUPPLEMENTAL MATERIAL
SEPTEMBER 28, 2004
CITY COMMISSION MEETING**

SUPPLEMENTAL MATERIAL

C7 - Resolutions

- C7E A Resolution Waiving, By 5/7ths Vote, The Formal Competitive Bidding Requirements, Finding Such Waiver To Be In The City's Best Interest, And Authorizing The Administration To Purchase A Fire Alert System, As Described In This Resolution, In The Amount Of \$213,524; Further Appropriating Funds From The Master Equipment Lease/Purchase Agreement With Banc Of America Leasing & Capital, LLC, For The Purchase Of A Fire Alert System From Motorola, In The Amount Of \$213,524.

(Fire Department/Information Technology)

(Resolution)

R7 - Resolutions

- R7D A Resolution Adopting The City Of Miami Beach And Miami Beach Redevelopment Agency Capital Budget For Fiscal Year 2004-2005 And The Capital Improvement Plan For Fiscal Years 2005-2009. **Joint City Commission and Redevelopment Agency**

(Finance Department)

(Follow-up Information)

- R7L A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Management And Operation Agreement Between The City And The Miami Beach Transportation Management Association (MBTMA), With A Management Fee In The Amount Of \$169,950, For The Performance Of General Management Services For Operation And Administration Of The Local Shuttle Project (Previously Known As Electrowave), Commencing On October 1, 2004 And Ending On September 30, 2005; Authorizing The Advancement Of One Fourth Of The Fiscal Year 2004-05 Operating Budget Funds To MBTMA, On A Quarterly Basis; Providing For The Filing Of Quarterly Financial And Administrative Reports, As Well As Annual Audits; And Further Providing For The Return Of All Unused Funds To The City, By Closing Of The Contract Year.

(Public Works)

(Resolution & Agreement)

- R7M A Resolution Authorizing The Mayor And City Clerk To Execute A Professional Services Agreement With The Miami Beach Transportation Management Association (MBTMA), In The Amount Of \$50,000, To Provide Transportation Demand Management (TDM) Services To Miami Beach; And Authorizing A Lump-Sum Payment, As Seed Funding, Utilizing Funds Available In The Fiscal Year (FY) 2004-05 Parking Fund Budget.

(Public Works)

(Agreement)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE ADMINISTRATION TO PURCHASE A FIRE ALERT SYSTEM, AS DESCRIBED IN THIS RESOLUTION, IN THE AMOUNT OF \$213,524; FURTHER APPROPRIATING FUNDS FROM THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA LEASING & CAPITAL, LLC, FOR THE PURCHASE OF A FIRE ALERT SYSTEM FROM MOTOROLA, IN THE AMOUNT OF \$213,524.

WHEREAS, the Fire Department needs to purchase a new fire alerting system that is used to alert the fire stations of any calls from the 911 center; and

WHEREAS, the present fire alerting system was developed in the 1960's, and is based on Telecom Engineering's analog "ring down" system; and

WHEREAS, the analog "ring down" system is no longer supported by Telecom Engineering as all of the new alerting systems are digital and the alerting measures go out via radio, and are also routed through the computer aided dispatch; and

WHEREAS, the need exists to have the City's two new Fire Stations (Numbers 2 and 4), located at 2300 Pine Tree Drive, and 6880 Indian Creek Drive, respectively, equipped with an alerting system and a digital system is the only option; and

WHEREAS, the City's Fire Alert System cannot have some stations on an analog ring down and some on a digital system; and

WHEREAS, the Administration would recommend that all of the Fire Stations be changed to digital and brought on line at the same time; and

WHEREAS, the complete digital fire alerting system consists of the following equipment, software and services:

1. Zetron Fire Alerting Equipment;
2. Motorola Radio Component;
3. Printrak CAD Interface;
4. Services (Installation / Training); and

WHEREAS, the proposed vendor, Motorola, has proposed a turnkey solution to the City, which consists of providing the equipment, software, and installation services by certified technicians; and

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Date 9-28-04

WHEREAS, the reason for the waiver of the competitive bidding requirements is that Motorola will assume all responsibility for making the fire alert system work, and the alternative of buying the equipment, software and services separately will not be cost effective for the City, and would place the responsibility on City staff for integrating the various components without having the necessary training and/or certification, which would void any warranty on the equipment and software; and

WHEREAS, the recommended funding source, Master Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC, allows for the appropriation of funds, in the amount of \$213,524 for this purchase.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission waive, by 5/7ths vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest, and authorize the Administration to purchase a fire alert system, as described in this resolution, in the amount of \$213,524; further appropriate funds from the Master Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC, for the purchase of a Fire Alert System from Motorola, in the amount of \$213,524.

PASSED and ADOPTED this _____ day of September 2004

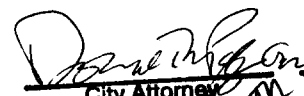
ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney *rsa* Date *9/22/04*

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: September 28, 2004


From: Jorge M. Gonzalez
City Manager

Subject: **FOLLOW-UP INFORMATION ON JOINT CITY COMMISSION ITEM R7D AND REDEVELOPMENT AGENCY AGENDA ITEM 3E, ADOPTION OF THE CITY OF MIAMI BEACH AND MIAMI BEACH REDEVELOPMENT AGENCY CAPITAL BUDGET FOR FISCAL YEAR 2004/05 AND THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2005-2009.**

The purpose of this memorandum is to provide you with an amendment and update relative to the joint City Commission agenda item R7D and Redevelopment Agency (RDA) agenda item 3E, Adoption of the City of Miami Beach and Miami Beach Redevelopment Agency Capital Budget for Fiscal Year 2004/05 and the Capital Improvement Plan for Fiscal Years 2005-2009.

Said amendment does not change the proposed budget in item R7D or RDA item 3E, but clarifies and remedies an input error in Exhibit A of both items R7D and RDA item 3E. An input error erroneously listed funding of \$185,950 in FY 2004/05 from RDA City Center Tax Increment Funds for the Convention Center & Theatre of Performing Arts Restroom, Interior, ADA Renovations, and Porte Cochere project; however, this funding should have been assigned to the Convention Center East Streetscape project. Attached is a corrected Exhibit A for both item R7D and RDA item 3E, correctly listing the \$185,950 in RDA City Center Tax Increment Funds added to the Convention Center East Streetscape project and removed from the Convention Center & Theatre of Performing Arts Restroom, Interior, ADA Renovations and Porte Cochere project.

Secondly, as further clarification to item R7D, subsequent to the September 15, 2004 joint meeting of the Finance and Citywide Projects Committee and the General Obligation Bond Oversight Committee (as noted in exhibit C and D of item R7D), staff has amended the proposed FY 2004/05 Capital Budget and the proposed FY 2005-2009 Capital Improvement Plan. The proposed amendment to the FY 2004/05 Capital Budget results in a net reduction of \$1,858,841 to the budget. The proposed amendment to the Capital Improvement Plan for FY 2005-2009 results in a net reduction of \$2,858,841 for the five year period covered by the plan.

JMG/PDW/mim 
T:\AGENDA\2004\September 28, 2004

Agenda Item R7D
Date 9-28-04

REVISED EXHIBIT A

JOINT CITY COMMISSION

ITEM R7D

&

REDEVELOPMENT AGENCY

ITEM 3E

FY 2004-2005 Capital Budget

Funding Summary

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
CDT Interlocal Agreement	Citywide Wayfinding Signage Master Plan & Project	316,800.00
	Sum	316,800.00
City Center TIF	Convention Center East Streetscape	3,574,034.00
	Citywide Wayfinding Signage Master Plan & Project	431,840.00
	Convention Center & TOPA Restroom, Interior and ADA Renovations & Porte Cochere	485,950
	Cultural Campus Streetscape	29,935.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	14,907.00
	Sum	4,236,663.00
Communications Fund 550	Citywide Communications System	255,086.00
	Sum	255,086.00
Concurrency Mitigation Funds	16th Street Operational & Safety Improvements	30,000.00
	Sum	30,000.00
Equipment Master Lease	FY 05 Fleet Management Capital Replacement and Purchase of Sedans and Light Trucks	2,024,000.00
	FY 05 Fleet Management Capital Replacement and Purchase of Heavy Trucks and Other Equipment	543,100.00
	Citywide Communications System	266,073.00
	Sum	2,833,173.00
GO Bond - Fire Safety 2003	Property Management Facility	1,479.00
	Sum	

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
GO Bond - Neighborhoods 2003		
	Bayshore Neighborhood Bid Package A: Bayshore-Ph I, Flamingo Terr-Ph II, & 40th St. Streetsc	2,820,240.00
	Flamingo B - Lummus Neighborhood Streetscape (Flamingo Bid Package B)	2,207,369.00
	Venetian Islands - Belle Isle (Bid Package 13-B)	2,046,572.00
	Lake Pancoast Streetscape (Bayshore Phase IV, Bid Package C)	790,020.00
	West / Bay Neighborhood Street End Shorelines	180,000.00
	North Shore Neighborhood Streetscape	150,815.00
	Surprise Waterway Channel Dredging	120,000.00
	Biscayne Point Neighborhood Streetscape	64,828.00
	Nautilus Neighborhood Streetscape	60,091.00
	Ocean Front Neighborhood Streetscape	50,582.00
	Normandy Isle / Normandy Sud Neighborhood Streetscape	49,107.00
	Normandy Shores Neighborhood Streetscape	42,083.00
	Venetian Islands - Phase I - Islands (Bid Package C)	36,912.00
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	30,394.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	29,055.00
	South Pointe Streetscape - Phase III & Phase IV	25,274.00
	Venetian Islands - Phase II - Causeway (Bid Package D)	22,724.00
	Lower North Bay Road Streetscape (Bayshore Phase II, Bid Package B)	18,172.00
	Public Works Facility & Yard Renovation	15,278.00
	West Avenue / Bay Road Neighborhood Streetscape - Bid Pack B	12,993.00
	Property Management Facility	8,281.00
	La Gorce Neighborhood Streetscape	2,476.00
	Palm and Hibiscus Islands Streetscape - Bid 13A	1,342.00
	Star Island Streetscape Improvements - Bid 13A	973.00
	Sunset Islands (Bayshore Phase VI, Bid Package D)	186.00
	Sum	8,785,767.00

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
GO Bond - Parks & Beaches 2003		
	Altos del Mar Park Improvements	2,401,991.00
	Collins Park	653,729.00
	ADA City-Wide Renovations	250,000.00
	Roof Repairs - City Facilities	175,000.00
	Normandy Isle Park & Pool	147,120.00
	South Pointe Park	30,414.00
	Flamingo Park - Park	20,666.00
	"The Garden Center" Botanical Garden Renovations: Phase II	12,623.00
	Lummus Park	8,834.00
	Public Works Facility & Yard Renovation	6,519.00
	Normandy Shores Golf Course and Clubhouse	4,958.00
	Shane Water Sports Center	4,320.00
	Property Management Facility	3,821.00
	Sum	3,719,995.00
Gulf Breeze Loan Pool		
	Miami Beach Course Renovation	45,927.00
	Normandy Shores Golf Course and Clubhouse	17,758.00
	Sum	63,685.00
Interlocal Agreement - FY 04 \$15M		
	FY 05 Replacement of S.E. Chillers	680,000.00
	FY 05 Gleason Theater Restroom Renovation ADA	250,000.00
	FY 05 Miscellaneous Replacement	170,000.00
	Sum	1,100,000.00
Local Gas Tax		
	Pavements & Sidewalks	230,000.00

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
	Street Lighting	220,000.00
	Bridge Repairs	75,000.00
	Sum	525,000.00
MPO		
	16th Street Operational & Safety Improvements	45,000.00
	Sum	45,000.00
Parking Bond Fund 481		
	Master Meter Phase II	2,439,250.00
	Surface Lot Renovations Phase IV	1,725,000.00
	Citywide Wayfinding Signage Master Plan & Project	475,200.00
	Pay on Foot (POF) Machines	365,000.00
	Closed Circuit Television System (CCTV)	80,000.00
	Sum	5,084,450.00
Parking Bond Fund 485		
	Parking Garages Maintenance	644,030.00
	Sum	644,030.00
Parking Impact Fees		
	Multi-Purpose Municipal Parking Facility	281,971.00
	Sum	281,971.00
SP RDA TIF		
	South Pointe Streetscape - Phase III & Phase IV	1,801,121.00
	South Pointe Streetscape - Phase II	1,180,288.00
	Beachwalk II	1,000,000.00
	South Pointe Streetscape - Phase V	267,725.00
	South Pointe Streetscape - Phase I	247,046.00
	Citywide Wayfinding Signage Master Plan & Project	239,440.00

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
	Surface Lot Renovations Phase IV	165,000.00
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	59,352.00
	Water & Sewer Pump Station Upgrades Program	50,087.00
	South Pointe Park	43,181.00
	Sum	5,053,240.00
Stormwater Bond 2000		
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	5,715,495.00
	Bayshore Neighborhood Bid Package A: Bayshore-Ph I, Flamingo Terr-Ph II, & 40th St. Streetsc	4,357,474.00
	West Avenue / Bay Road Neighborhood Streetscape - Bid Pack A	1,044,129.00
	Venetian Islands - Phase I - Islands (Bid Package C)	668,660.00
	Lake Pancoast Streetscape (Bayshore Phase IV, Bid Package C)	604,647.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	412,990.00
	Nautilus Neighborhood Streetscape	195,183.00
	Normandy Shores Neighborhood Streetscape	162,750.00
	Lower North Bay Road Streetscape (Bayshore Phase II, Bid Package B)	137,839.00
	La Gorce Neighborhood Streetscape	115,630.00
	West Avenue / Bay Road Neighborhood Streetscape - Bid Pack B	82,250.00
	Venetian Islands - Belle Isle (Bid Package 13-B)	52,818.00
	Biscayne Point Neighborhood Streetscape	49,574.00
	Palm and Hibiscus Islands Streetscape - Bid 13A	40,796.00
	Normandy Isle / Normandy Sud Neighborhood Streetscape	24,527.00
	West / Bay Neighborhood Street End Shorelines	18,918.00
	Sunset Islands (Bayshore Phase VI, Bid Package D)	16,220.00
	Sum	13,699,900.00
Transit Surtax Funds		
	Pavements & Sidewalks	1,266,000.00
	East-West Connector Bike Trail	150,000.00

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
	Collins/Harding Corridor Project	150,000.00
	Dade Boulevard Bicycle/Pedestrian Trail	100,000.00
	Beachwalk II	100,000.00
	Venetian Causeway Bicycle-Pedestrian Trail	50,000.00
	47th Street Safety/Traffic Calming Improvements	40,000.00
	Sum	1,856,000.00
W & S Bond 2004		
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	10,280,503.00
	Nautilus Neighborhood Streetscape	7,318,644.00
	Bayshore Neighborhood Bid Package A: Bayshore-Ph I, Flamingo Terr-Ph II, & 40th St. Streetsc	4,470,349.00
	La Gorce Neighborhood Streetscape	1,326,378.00
	Normandy Isle / Normandy Sud Neighborhood Streetscape	1,208,264.00
	Venetian Islands - Belle Isle (Bid Package 13-B)	873,277.00
	Palm and Hibiscus Islands Streetscape - Bid 13A	845,071.00
	Ocean Front Neighborhood Streetscape	831,693.00
	West Avenue / Bay Road Neighborhood Streetscape - Bid Pack B	355,917.00
	North Shore Neighborhood Streetscape	294,535.00
	Biscayne Point Neighborhood Streetscape	241,498.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	223,176.00
	Sunset Islands (Bayshore Phase VI, Bid Package D)	162,015.00
	Lake Pancoast Streetscape (Bayshore Phase IV, Bid Package C)	83,169.00
	Lower North Bay Road Streetscape (Bayshore Phase II, Bid Package B)	46,183.00
	Sum	28,560,672.00
W&S Bond 2000		
	Bayshore Neighborhood Bid Package A: Bayshore-Ph I, Flamingo Terr-Ph II, & 40th St. Streetsc	2,623,549.00
	Miscellaneous Waste Water System Upgrades	2,027,202.00
	Flamingo B - Lummus Neighborhood Streetscape (Flamingo Bid Package B)	1,407,149.00

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
	DERM Wastewater Contingency Plan	454,057.00
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	278,178.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	255,142.00
	Normandy Isle / Normandy Sud Neighborhood Streetscape	213,057.00
	Venetian Islands - Phase I - Islands (Bid Package C)	134,009.00
	North Shore Neighborhood Streetscape	117,285.00
	Nautilus Neighborhood Streetscape	116,296.00
	Normandy Shores Neighborhood Streetscape	111,064.00
	Sunset Islands (Bayshore Phase VI, Bid Package D)	99,336.00
	Lower North Bay Road Streetscape (Bayshore Phase II, Bid Package B)	39,490.00
	Palm and Hibiscus Islands Streetscape - Bid 13A	21,590.00
	West Avenue / Bay Road Neighborhood Streetscape - Bid Pack B	17,824.00
	Star Island Streetscape Improvements - Bid 13A	16,119.00
	Venetian Islands - Belle Isle (Bid Package 13-B)	14,099.00
	Ocean Front Neighborhood Streetscape	6,756.00
	La Gorce Neighborhood Streetscape	1,196.00
	Biscayne Point Neighborhood Streetscape	127.00
	Sum	7,953,525.00
	<i>Grand Total</i>	<i>85,046,436.00</i>

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MANAGEMENT AND OPERATION AGREEMENT BETWEEN THE CITY AND THE MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION (MBTMA), WITH A MANAGEMENT FEE IN THE AMOUNT OF \$169,950, FOR THE PERFORMANCE OF GENERAL MANAGEMENT SERVICES FOR OPERATION AND ADMINISTRATION OF THE LOCAL SHUTTLE PROJECT (PREVIOUSLY KNOWN AS ELECTROWAVE), COMMENCING ON OCTOBER 1, 2004 AND ENDING ON SEPTEMBER 30, 2005; AUTHORIZING THE ADVANCEMENT OF ONE FOURTH OF THE FISCAL YEAR 2004-05 OPERATING BUDGET FUNDS TO MBTMA, ON A QUARTERLY BASIS; PROVIDING FOR THE FILING OF QUARTERLY FINANCIAL AND ADMINISTRATIVE REPORTS, AS WELL AS ANNUAL AUDITS; AND FURTHER PROVIDING FOR THE RETURN OF ALL UNUSED FUNDS TO THE CITY, BY CLOSING OF THE CONTRACT YEAR.

WHEREAS, the Miami Beach Transportation Management Association (MBTMA) developed and helped implement The Local Shuttle Service, previously known as Electrowave, (the Project), and acted as overseer of the Project's contracts and services from its inception in January 20, 1998, through September 30, 2001, on behalf of the City; and

WHEREAS, in Fiscal Year 2001-02, MBTMA was hired as the General Manager for operations and administration of the Project; and

WHEREAS, the City wishes to rehire MBTMA as the Project's General Manager for operation and administration in Fiscal Year 2004-05; and

WHEREAS, the adopted Fiscal Year 2004-05 Shuttle Operating Budget is \$2,058,935; and

WHEREAS, the Project budget includes a Project Administration category, in the amount of \$169,950, as direct compensation to MBTMA for performance of general management services, as set forth in the attached Management and Operation Agreement; said services commencing on October 1, 2004 and ending on September 30, 2005; and

WHEREAS, the City shall advance, on a quarterly basis, one-fourth of the FY 2004-05 Project budget funds to MBTMA, to cover all Project expenditures during that quarter; and

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WHEREAS, the City shall advance the quarterly funds, via wire transfers to an account established by MBTMA with a chosen financial institution; and

WHEREAS, MBTMA shall file quarterly expenditure/progress reports with the City documenting and accounting for the use of the Project funds; file monthly reports with FDOT, as well as reports required by the Federal Transit Administration (FTA) for the Section 5309 capital funds awarded to the Project; and

WHEREAS, the submission of a final report of expenditures, and annual audit are also required by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute the attached Management and Operation Agreement between the City and the Miami Beach Transportation Management Association (MBTMA), with a management fee in the amount of \$169,950, for the performance of general management services for operation and administration of The Local Shuttle Project (previously known as Electrowave), commencing October 1, 2004 and ending September 30, 2005; authorizing the advancement of one fourth of the Fiscal Year 2004-05 operating budget funds to MBTMA, on a quarterly basis; providing for the filing of quarterly financial and administrative reports, as well as annual audits; and further providing for the return of all unused funds to the City, by closing of the contract year.

PASSED AND ADOPTED this the _____ day of _____, 2004.

MAYOR


ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

 9-24-04

Date

**OPERATION AND MANAGEMENT AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND THE
MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION (MBTMA)
FOR THE PROVISION OF
GENERAL MANAGEMENT SERVICES FOR ADMINISTRATION & OPERATION
OF “THE LOCAL SHUTTLE” SERVICE,
PREVIOUSLY KNOWN AS ELECTROWAVE,
FOR FISCAL YEAR 2004-05**

THIS OPERATION AND MANAGEMENT AGREEMENT made and entered into this 1st day of October, 2004, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 and the **MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION** (hereinafter referred to as MBTMA or Consultant), a not for profit 501(c)(4) organization, whose address is 777 41st Street, Suite 330, Miami Beach, Florida 33140.

**SECTION 1
DEFINITIONS**

Agreement:	This written Agreement for operation and administration of The Local Shuttle Service between the City and Consultant.
City Manager:	The Chief Administrative Officer of the City.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2 and Exhibit “A.”
Project Coordinator:	An individual designated by the City to coordinate, direct and review, on behalf of the City, all quarterly and other reports to be submitted by the Consultant to the City, as described in Section 2 and Exhibit “A.”
Fixed Fee:	Management fee to be paid to Consultant.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

SECTION 2

SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in **Exhibit "A,"** entitled "Scope of Services" (Services).

SECTION 3

FY 2004-05 LOCAL SHUTTLE OPERATING BUDGET/COMPENSATION

3.1 Consultant shall receive quarterly wire transfers from the City for the total Fiscal Year 2004-05 Operating Budget for The Local Shuttle Service, as approved by the Mayor and City Commission pursuant to Resolution No. _____, dated September 28, 2004, in an amount not to exceed Two Million Fifty Eight Thousand Nine Hundred Thirty Five and 00/100 Dollars (\$2,058,935), which Budget incorporates and requires the provision of the Services set forth in Exhibit "A" hereto.

As part of the above mentioned funds, a fixed management fee of \$169,950 is included as direct compensation for the Services being provided by the Consultant pursuant to this Agreement.

Consultant shall place all funds transferred by the City to the Consultant in an account designated solely and exclusively for general management of operations and administration of the Services.

3.2 Four quarterly fund transfers shall be made to the Consultant, commencing following the approval of this Agreement by the Mayor and City Commission and as of the effective date of the Agreement, October 1, 2004. Consultant shall be required to submit quarterly financial, management, and administrative reports, and other submissions which detail the Consultant's work performed each quarter, as set forth in Exhibit "A".

Each quarterly payment shall be made in an amount not to exceed one fourth of the adopted FY 2004-05 Local Shuttle Operating Budget, excepting the third quarter when the

liability insurance coverage on the entire shuttle fleet is due for renewal. In addition, the City shall deduct from each quarterly transfer, whatever funds have remained unused by the Consultant during the previous quarter.

SECTION 4

GENERAL PROVISIONS

4.1 RESPONSIBILITY OF THE CONSULTANT

Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, Consultant shall comply with all applicable laws and any and all applicable ordinances and regulations, including but not limited to, any and all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and federal government, ADA, EEO Regulations and Guidelines.

4.2 RESPONSIBILITY OF THE CITY

- 4.2.1 The City shall provide certain goods and services to The Local Shuttle Project, as set forth in **Exhibit “C,”** “Duties of the City.”
- 4.2.2 The City shall evaluate the Consultant’s performance on a quarterly and annual basis, utilizing a set of parameters established by the City, and agreed to by the Consultant, as set forth in **Exhibit “B,”** entitled “Goals and Performance Standards.”

4.3 PUBLIC ENTITY CRIMES

State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City’s Procurement Division.

4.4 PROJECT MANAGEMENT

The City hereby approves Consultant’s General Manager, (Judy Evans, Executive Director of MBTMA), who shall continue to serve as the Project Manager and the City’s primary contact regarding the day to day administration, operation and management of The Local Shuttle and of the Services to be provided pursuant to this Agreement. Any replacement or subsequent General Manager must be approved by the City, which approval shall not be unreasonably withheld, prior to commencement of the replacement manager’s appointment.

4.5 DURATION AND EXTENT OF AGREEMENT

The term of this Agreement shall be for a period of twelve (12) months, commencing on October 1, 2004, and ending September 30, 2005. Funding for any additional term(s) shall be subject to approval by the City, at its sole discretion, and be contingent upon a favorable evaluation of the MBTMA by the City and the Florida Department of Transportation (FDOT). Notwithstanding the aforestated language, however, the City shall have no future obligation to renew this Agreement beyond the twelve-month term set forth herein.

4.6 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any re-use by Consultant or the parties shall be approved in writing by the City prior to such intended re-use..

4.7 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgements which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which proximately result from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt written notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.8 INSURANCE REQUIREMENTS

The Consultant shall not commence any services pursuant to this Agreement until all insurance required under this Subsection has been obtained and such insurance has been approved by the City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement and throughout the duration of the services the following insurance:

1. Professional General Liability in the amount of \$1,000,000.00.
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statute.

All policies are subject to the following provisions:

All insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager. The City of Miami Beach, Florida must be named as an additional insured. Original certificates of insurance for the above mentioned coverages, or any other form of insurance as may be required by the City or the City designee, must be submitted to the City's Risk Manager for approval prior to any services commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall. The Consultant is responsible for obtaining and submitting all insurance certificates for its consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Subsection or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

4.9.1 ENDORSEMENTS

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

4.9.2 CERTIFICATES

Unless directed by the City otherwise, the Consultant shall not commence the Services until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Subsection (in its entirety) have been met and provided for.

4.10 TERMINATION, SUSPENSION AND SANCTIONS

4.10.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement and the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after (10) days, the City, upon seven (7) days notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other work products prepared by the Consultant (and its subconsultants) shall be properly assembled and delivered to the City, at the Consultant's sole cost and expense. Consultant shall be paid for any Services satisfactorily performed up to the date of termination, provided, however, that if Consultant shall not comply with this paragraph, the City shall have the right to withhold any payments to Consultant until such time as Consultant has complied.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

4.10.2 Termination for Convenience of City

NOTWITHSTANDING SUBSECTION 4.10.1 ABOVE, THE CITY MAY, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE SERVICES

THEN REMAINING TO BE PERFORMED AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE NINETY (90) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A" SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY, AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL RETURN TO THE CITY A PROPORTION OF THE \$50,000 IN FUNDS THAT WILL BE FRONTED BY THE CITY TO THE CONSULTANT, AS A LUMP-SUM AMOUNT. CONSULTANT SHALL ALSO PROMPTLY ASSEMBLE AND DELIVER TO CITY AT CONSULTANT'S SOLE COST AND EXPENSE, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A" SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE.

4.10.3 Termination for Insolvency

The City also reserves the right to terminate the remaining Services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.10.2.

4.10.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City or the State of Florida may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Services. In the event the City cancels or terminates the Services pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.10.2.

4.10.5 Changes and Additions

This Agreement shall only be modified, changed or amended by an instrument of equal dignity, executed by the officers and agents duly authorized by each respective party.

AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City and/or such representatives as the City may deem to act on its behalf, to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant shall maintain any and all records necessary to document compliance with the provisions of this Agreement.

4.12 ACCESS TO RECORDS

Consultant agrees to allow access during normal business hours to all financial records to the City and/or such authorized representatives as it may deem to act on its behalf, and agrees to provide such assistance as may be necessary to facilitate financial audit by the City or its representatives when deemed necessary to insure compliance with applicable accounting and financial standards. Consultant shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

4.13 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the City.

4.14 SUB-CONSULTANTS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of sub-consultants, and any other person or entity acting under the direction or controls of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-consultants and any other person or entity acting under the direction or control of Consultant. All sub-consultants must be approved in writing prior to their engagement by Consultant.

4.15 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual

orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.16 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, as may be amended, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest has been employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

4.17 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

Any patentable result arising out of this Agreement, as well as all information, design specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or subcontractors.

4.18 NOTICES

All communications relating to the day-to-day activities shall be exchanged between the Project Manager appointed by Consultant and the Project Coordinator designated by the City. The Consultant's Project Manager and the City's Project Coordinator shall be designated promptly upon commencement of the Agreement.

All other notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: Miami Beach Transportation Management Association (MBTMA)
Judy I. Evans, Executive Director
777 41st Street, Suite 330
Miami Beach, Florida 33140
(305) 535-9160
(305) 535-9157 – fax
mbtma@earthlink.net

TO CITY: City of Miami Beach
Fred H. Beckmann, Director
Director of Public Works
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139
(305) 673-7000, Ext. 6922
FredBeckmann@miamibeachfl.gov

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.19 GOVERNING LAW AND EXCLUSIVE VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

4.20 ENTIRETY OF AGREEMENT

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City.

This Agreement shall be governed by and construed according to the laws of the State of Florida.

4.21 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

City Clerk

Mayor

FOR CONSULTANT:

**MIAMI BEACH TRANSPORTATION
MANAGEMENT ASSOCIATION (MBTMA)**

ATTEST:

By:

Secretary

**Gerald K. Schwartz
President, MBTMA**

Corporate Seal

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

T:\AGENDA\2004\Sep2804\Regular\Shuttle Mgmt by MBTMA-Agreement.doc



City Attorney

9-24-04
Date

EXHIBIT "A"

SCOPE OF SERVICES (MBTMA DUTIES)

MANAGEMENT AGREEMENT FOR THE LOCAL SHUTTLE SERVICE

For the upcoming FY 2004-05, the Administration proposes to retain the Miami Beach Transportation Management Association (MBTMA) as the General Manager for administration and operations of the Local Shuttle Service. Among the MBTMA duties, the following are the most important:

Financial/Accounting Duties:

- MBTMA will abide by the adopted FY 2004-05 Shuttle Operating Budget, in the amount of \$2,058,935.
- Submit a written request to the City's Transportation section of the Public Works Department for the advancement of funds by the City, based on projected expenditures for each upcoming quarter of the year. The City will advance the requested amount of quarterly funds, out of the adopted shuttle operating budget. **Note:** this written request for advancement does not apply to the first quarter of the fiscal year (October-December 2004), when the City will automatically advance one-fourth of the total budget funds to MBTMA.
- Maintain an Local Shuttle bank account that is separate and independent of the MBTMA bank account, and suitable to receiving wire transfers.
- Maintain a detailed accounting system for the project.
- Ensure proper expenditures of shuttle operating funds, as budgeted; and review, approve and pay all invoices.
- Maintain computer spreadsheets and comprehensive file system for accounts paid. This practice will help ensure budget control, and maintain daily expenditure and balance totals.
- Prepare and submit quarterly expenditure reports to the City-designated Project Manager, attn: Transportation Coordinator, documenting how advanced funds were spent during the particular month. Similar report shall also be submitted to the Florida Department of Transportation (FDOT) and Miami-Dade Transit (MDT), and the Federal Transit Agency (FTA), if so required by these agencies.

- Utilizing accounts-paid documentation, prepare and submit quarterly invoices/requests for reimbursements with the various State and other grant agencies, as applicable, helping fund the shuttle operations. In addition, a transmittal letter and standard City invoice, signed by the City's Project Coordinator shall always accompany the quarterly requests for reimbursement.
- All fund reimbursements shall be payable to the City of Miami Beach and addressed to the City's Finance Department.
- City maintains the right to audit books at anytime using internal or external auditors.
- Submit to City a Projected Expenditure Report plus a Proposed Budget with identified funding sources for the new fiscal year, no later than July 31, 2005.
- Submit a Final Expenditure Report no later than October 31, 2005.
- Submit to City and other funding agencies an annual Audited Financial Statements, prepared by a professional accounting firm.

Procurement Duties:

- Coordinate and manage all functions necessary to procure a route service operator, vehicle maintenance, electricity, propane and fuel, marketing, public relations, and advertising, and miscellaneous goods and services. These services include the preparation of requests for proposals and bids, contract requirements, documents, negotiations, hiring and firing.
- Abide by Federal, State and City procurement requirements;
- Work closely with the appropriate City personnel when preparing and submitting requests for qualifications, proposals, or bids; and during annual budget preparation. In addition, furnish all data and materials needed for the preparation of items requiring City Commission approval.
- Contract with a transit operator for the operation of the existing routes, utilizing the transit operator's own drivers, dispatchers, and supervisors;
- Contract with the Electric Transit Vehicle Institute (ETVI), which has successfully provided technical expertise and mechanical maintenance services to the electric buses and batteries, since August 6, 2001.
- Contract for other services needed for the proper delivery of duties regarding the project, but within the constraints of the City-adopted operating budget for the Project.

Revenue-Producing Duties:

- Utilize and pay for a proportional share of a contract the City's Parking Department has with Loomis Fargo for the retrieval, counting, and depositing of transit fare revenues collected by the service in a City/Shuttle-designated bank account.
- Administer and monitor the fare collection and depositing processes. Reconcile passenger count data (paying customers minus Golden Passport, Special Transportation Services-STS, and Military Pass riders) with collected fare revenue.
- Coordinate a Park & Ride and debit card promotion, in partnership with the City's Parking Department.
- Advertise, solicit and collect monthly dues from prospective customers for the on-board advertising program, which helps fund shuttle operations. All advertising revenues shall be deposited with the City cashier, utilizing a shuttle-designated revenue account.

General Duties:

- Be solely responsible and accountable for all aspects of the Local Shuttle service administration, management, operations and services.
- Be solely responsible and accountable for the marketing, public relations, and promotional services of the Local Shuttle service.
- Develop and maintain documents and procedures for all areas of shuttle operation and fleet maintenance.
- Strive to meeting and/or exceeding the set of Performance Standards for the Project per se and for the contractor services to the Project. MBTMA's performance as General Manager will be evaluated on a quarterly and annual basis, pursuant to these standards.
- Establish and maintain most local, regional, and national contacts which are essential to the Local Shuttle project's continued success; search for new funding sources, and apply for additional funding to help meet the capital and operating needs of the project.
- MBTMA shall be the City-designated expert and coordinator for FTA-related matters, including all report and/or application preparation, and filing requirements.

- Research all funding opportunities, prepare and submit applications to support the continuation of contracts and services.
- Prepare all non-technical provisions for the shuttle service, including verifying compliance with all Federal, State, County, and local requirements.
- Perform route management and scheduling; plan and implement route enhancements, personnel training; and handle all passenger complaints and other service-related challenges.
- Custodian of all shuttle records, and in charge of all coordination with FDOT, MDT, FTA, and other funding and/or permitting agencies.
- Monitor safety requirements and documentation. Prepare and file annual safety report with FDOT, which filing requires City signature.
- Manage vehicle maintenance activities.
- Monitor operations and quality of services on a daily basis. Analyze and implement changes as required to ensure efficiency and effectiveness.
- Respond and resolve all complaints, and respond to any and all inquiries concerning the project and its services.
- Coordinate and conduct driver training and orientation, on a regular basis.
- Survey the ridership on a quarterly basis and the South Beach community on an annual basis to monitor efficiency and effectiveness of services.

Additional Reporting Duties:

- Prepare any additional reports as required by the City, the Florida Department of Transportation (FDOT), the Miami-Dade Transit (MDT); prepare and file the Federal Transit Administration (FTA) Section 15 Reports, within required deadlines.
- MBTMA will file all reports with the City's Transportation section of Public Works, and will report to the Department Director.
- Prepare and file with the City, quarterly reports for all City-requested non-scheduled services, dates, purpose, and costs included. Alert the City when such non-scheduled services have the potential to exceed budget.
- City maintains the right to audit MBTMA books at anytime using internal or external auditors.

EXHIBIT "B"

GOALS AND PERFORMANCE STANDARDS FOR MBTMA

A set of Goals and measured Performance Standards has been established for the period of October 1, 2004 - September 30, 2005 for the general management services provided by the Miami Beach Transportation Management Association for the Local Shuttle Project.

MBTMA shall respond to all applicable goals when filing the required quarterly reports with the City. Such reports shall be filed to the attention of the City's Transportation Coordinator. A review meeting may be scheduled with the Director of Public Works, if needed.

The FY 2004-05 Goals and Performance Standards are:

1. Increase ridership by 10% by the end of the performance period (September 30, 2006).
2. Improve headways to 8-10 minutes, by the end of the performance period (September 30, 2006).
3. Maintain availability at 90% of the existing fleet, or better.
4. Maintain the number of tows (road calls) to no more than 5 per month.
5. Maintain and improve computer program to track and print out the following performance-related items, automatically and on demand.
 - a. Ridership counts by fiscal year, month, week, day, route, and totals
 - b. Gold Passport, STS, and Military Pass counts: same as above
 - c. Hourly ridership counts per bus/per route, after on-bus counters are purchased and installed.
 - d. Ridership counts during special events
 - e. Fare revenues
 - f. Loss of fare revenues due to special event services performed by rented buses.

Quarterly progress reports on the above six points shall be submitted.

6. Conduct bi-annual evaluations of service hours, ridership demands, and efficiency of service for submission to the City. Bi-annual progress reports shall be submitted.

7. Monitor and evaluate communications between operations and fleet maintenance, Conduct quarterly performance evaluations of both, and meet with City for review of results. This will help MBTMA track the below-mentioned performance measurements:
 - a. Safety/accident reports
 - b. Road calls
 - c. Battery service
 - d. Work orders submitted
 - e. Work orders completed.
8. On a quarterly basis, prepare/submit requests for reimbursement by FDOT (Service Development Program, which helps fund shuttle operations.
9. Up to the point when the City's Finance Department is fully trained to take over the duties, MBTMA shall prepare and submit, electronically, the application papers required by FTA for the bus/bus equipment capital funds that have been previously earmarked and/or allocated for the shuttle project. This shall be accomplished within a timeline that is mutually agreed upon, in writing, by the City and MBTMA. MBTMA shall have no duties regarding the FTA capital funds allocated to the intermodal facility project.
10. All Shuttle/MBTMA-related items that require consideration and approval by the City Commission, shall be submitted to the Transportation Section of Public Works no later than 30 days prior to the specified meeting date.

EXHIBIT “C”

SCOPE OF SERVICES (CITY DUTIES)

THE LOCAL SHUTTLE PROJECT

The City will retain the following duties regarding the Local Shuttle Project (the Project):

- Maintain ownership of all buses, equipment, tools, and facilities from which the services are operated.
- Consideration and approval of all major policy decisions regarding the capital and operating Project funds and expenditure of future funds;
- Consideration, approval and appropriation of annual budgets, after preparation and submission by MBTMA (including proposed City funding participation);
- Maintain custody over the Project funds (capital and operating);
- Transfer of one-fourth of the Project operating funds to MBTMA, on a quarterly basis, beginning October 1, 2004, utilizing the procedures and method established in Section 2 of the General Management Agreement, as executed by the City and Consultant for the Project.
- Consideration, approval, and execution of agreements with County, State, Federal agencies;
- After receiving specialized FTA training, the City's Finance Department, will electronically process and submit all applications, reports, and requests for reimbursement to FTA, for all FTA capital funds that have been earmarked and/or allocated for the purchase of bus and bus-related equipment, and for the intermodal facility project.
- Administrative, management and accounting services for the FTA-funded capital program..
- Review all reports and quarterly requests for reimbursement of operating funds prepared by MBTMA, prior to their submission to FDOT. These will become official City submissions executed by an authorized City official, and submitted by MBTMA.
- Preparation of all City Commission Agenda Items and LTCs regarding the shuttle project, utilizing data and input provided by MBTMA;

- Applicable City Departments shall invoice MBTMA for certain City-support services to the Local Shuttle service, which may prove to be unsuited to outsourcing, such as certain internal service costs for sewer and fare collection-related contract with the Parking Department/Loomis Fargo.

EXHIBIT "D"

MBTMA/SHUTTLE CONTRACT MANAGEMENT BUDGET SUMMARY FY 2004/2005

The FY 2004-05 MBTMA/Shuttle Contract Management Budget, at \$169,950, reflects actual projected expenses related to general management for operations and administration of the Local Shuttle Service.

SALARIES: (Includes Social Security and Employment Taxes)

o Executive Director	\$ 47,306
o Associate Director	37,282
o Marketing Coordinator	25,228
o Clerical Support	17,934
o Temporary Hourly	<u>1,590</u>

TOTAL SALARIES: \$ 129,340

TRAVEL: \$ 1,500

OFFICE SPACE: 18,960

OFFICE/OPERATING SUPPLIES: 9,000

TELEPHONE: 2,400

POSTAGE: 3,500

ANNUAL AUDIT: 5,250

PROJECT TOTAL: \$ 169,950

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH

AND THE

MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION (MBTMA)

**FOR THE PROVISION OF
TRANSPORTATION DEMAND MANAGEMENT SERVICES DURING FY 2004-05**

THIS AGREEMENT made and entered into this 1st day of October, 2004, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 and the **MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION-MBTMA** (hereinafter referred to as Consultant), a non-profit, public-private 501(c)(4) organization, which address is 777 41st Street, Suite 330, Miami Beach, Florida 33140.

SECTION 1

DEFINITIONS

Agreement: This written Professional Services Agreement between the City and Consultant.

City Manager: The Chief Administrative Officer of the City.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.

Project Coordinator: An individual designated by the City to coordinate, direct and review on behalf of the City all technical matters involved in the Services.

Fixed Fee: Fixed amount paid to the Consultant to cover the costs of the Services.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

SECTION 2

SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit "A," entitled "Scope of Services" (Services).

SECTION 3

COMPENSATION

3.1 FIXED FEE

Consultant shall be compensated for the Services to be provided herein, and set forth in Exhibit "A," in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000).

3.2 METHOD OF PAYMENT

One lump-sum payment, in the amount of \$50,000, shall be made to the Consultant upon approval of this Agreement by the Mayor and City Commission and execution of same by the parties hereto. Consultant shall be required to submit monthly reports and other submissions which detail the Consultant's work performed each month, as set forth in Exhibit "A".

All funds issued by the City to Consultant shall be placed by Consultant in an account designated solely and exclusively for the operation and administration of Transportation Demand Management (TDM) services.

SECTION 4

GENERAL PROVISIONS

4.1 RESPONSIBILITY OF THE CONSULTANT

Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, Consultant shall comply with all applicable laws and any and all applicable ordinances and regulations, including but not limited to, any and all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and federal government, ADA, EEO Regulations and Guidelines.

4.2 PUBLIC ENTITY CRIMES

State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division.

4.4 PROJECT MANAGEMENT

The Consultant shall appoint a qualified individual acceptable to the City to serve as Project Manager for the Services, who shall be fully responsible for the day-to-day activities under this Agreement and who shall serve as the primary contact for the City's Project Coordinator.

4.5 DURATION AND EXTENT OF AGREEMENT

The term of this Agreement shall be for a period of twelve (12) months, commencing on October 1, 2004, and ending on September 30, 2005. Funding for any additional term(s) shall be approved by the City and be contingent upon a favorable evaluation of the MBTMA by the City and the Florida Department of Transportation (FDOT). Notwithstanding the aforesaid language, however, the City shall have no future obligation to renew this Agreement beyond the twelve-month term set forth herein.

4.6 TIME OF COMPLETION

The Services to be rendered by the Consultant will commence on October 1, 2004, and will continue and be consistent with the services that the Consultant has been developing and implementing for the City, since the execution of its first agreement with the City (which was effective January 1, 1996). Consultant shall adhere to a completion schedule, if so determined by the City and Consultant.

4.7 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any re-use by Consultant or the parties shall be approved in writing by the City, prior to such re-use.

4.8 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses,

and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims proximately resulting from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt written notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.9 INSURANCE REQUIREMENTS

The Consultant shall not commence any services pursuant to this Agreement until all insurance required under this Subsection has been obtained and such insurance has been approved by the City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement and throughout the duration of the services the following insurance:

1. Professional General Liability in the amount of \$1,000,000.00.
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statute.

All policies are subject to the following provisions:

All insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager. The City of Miami Beach, Florida must be named as an additional insured. Original certificates of insurance for the above mentioned coverages, or any other form of insurance as may be required by the City or the

City designee, must be submitted to the City's Risk Manager for approval prior to any services commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall. The Consultant is responsible for obtaining and submitting all insurance certificates for its consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Subsection or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

4.9.1 ENDORSEMENTS

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

4.9.2 CERTIFICATES

Unless directed by the City otherwise, the Consultant shall not commence the Services until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Subsection (in its entirety) have been met and provided for.

4.10 TERMINATION, SUSPENSION AND SANCTIONS

4.10.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement and the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after (10) days, the City,

upon seven (7) days notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other work products prepared by the Consultant (and its subconsultants) shall be properly assembled and delivered to the City, at the Consultant's sole cost and expense. Consultant shall be paid for any Services satisfactorily performed up to the date of termination, provided, however, that if Consultant shall not comply with this paragraph, the City shall have the right to withhold any payments to Consultant until such time as Consultant has complied.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

4.10.2 Termination for Convenience of City

NOTWITHSTANDING SUBSECTION 4.10.1 ABOVE, THE CITY MAY, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE NINETY (90) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A" SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY, AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL RETURN TO THE CITY A PROPORTION OF THE \$50,000 IN FUNDS THAT WILL BE FRONTED BY THE CITY TO THE CONSULTANT, AS A LUMP-SUM AMOUNT. CONSULTANT SHALL ALSO PROMPTLY ASSEMBLE AND DELIVER TO CITY AT CONSULTANT'S SOLE COST AND EXPENSE, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A" SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE.

4.10.3 Termination for Insolvency

The City also reserves the right to terminate the remaining Services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.10.2.

4.10.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City or the State of Florida may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Services. In the event the City cancels or terminates the Services pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.10.2.

4.10.5 Changes and Additions

This Agreement shall only be modified, changed or amended by an instrument of equal dignity, executed by the officers and agents duly authorized by each respective party.

4.11 AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City and/or such representatives as the City may deem to act on its behalf, to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant shall maintain any and all records necessary to document compliance with the provisions of this Agreement.

4.12 ACCESS TO RECORDS

Consultant agrees to allow access during normal business hours to all financial records to the City and/or such authorized representatives as it may deem to act on its behalf, and agrees to provide such assistance as may be necessary to facilitate financial audit by the City or its representatives when deemed necessary to insure compliance with applicable accounting and financial standards. Consultant shall allow access during normal business hours to all

other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

4.13 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the City.

4.14 SUB-CONSULTANTS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of sub-consultants, and any other person or entity acting under the direction or controls of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-consultants and any other person or entity acting under the direction or control of Consultant. All sub-consultants must be approved in writing prior to their engagement by Consultant.

4.15 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.16 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, as may be amended, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest has been employed by the Consultant. No

member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

4.17 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

Any patentable result arising out of this Agreement, as well as all information, design specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or subcontractors.

2.18 NOTICES

All communications relating to the day-to-day activities shall be exchanged between the Project Manager appointed by Consultant and the Project Coordinator designated by the City. The Consultant's Project Manager and the City's Project Coordinator shall be designated promptly upon commencement of the Agreement.

All other notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: Miami Beach Transportation Management Association (MBTMA)
Judy I. Evans, Executive Director
777 41st Street, Suite 330
Miami Beach, Florida 33140
(305) 535-9160
(305) 535-9157 – fax
mbtma@earthlink.net

TO CITY: City of Miami Beach
Fred H. Beckmann, Director
Director of Public Works
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139
(305) 673-7000, Ext. 6922
FredBeckmann@miamibeachfl.gov

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.19 GOVERNING LAW AND EXCLUSIVE VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

4.20 ENTIRETY OF AGREEMENT

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City.

This Agreement shall be governed by and construed according to the laws of the State of Florida.

4.21 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

City Clerk

Mayor

FOR CONSULTANT:

**MIAMI BEACH TRANSPORTATION
MANAGEMENT ASSOCIATION (MBTMA)**

ATTEST:

By:

Secretary

**Gerald K. Schwartz
President, MBTMA**

Corporate Seal

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

9-24-07

EXHIBIT “A”

2005 MIAMI BEACH TMA WORK PROGRAM

It includes the following items:

1. Proposed 2004-05 MBTMA Summary of Tasks & Goals (scope of services)
2. Proposed FY 2004-05 MBTMA Budget Summary (including in-kind services)
3. Proposed FY 2004-05 MBTMA Operating Budget (including in-kind services)
4. FY 2003-04 MBTMA Annual Report of Accomplishments

Submitted by:

The Miami Beach Transportation Management Association, Inc.

Judy I. Evans, Executive Director

Rebecca Schwartz, Associate Director

September 10, 2004

2005 MIAMI BEACH TMA WORK PROGRAM

SUMMARY OF TASKS & GOALS

	TASK	GOAL	GOAL TIME LINE	GOAL COMPLETED
1	A2	Create Work Plan 2005/06	September 2005	
2	B1	Create & distribute TMA Newsletter	Annually (12/05)	
3	B1	Host workshops/seminars on transportation issues relevant to local business/residents	Two (2) (Winter & Spring 2005)	
4	B2	Develop community based programs &/or events linked to ridesharing and other alternative modes of transportation	Two (2)	
5	B2	Coordinate & host "Transportation Days" at employment sites	Ten (10) (One every 5-6 weeks)	
6	D2	Promote special discount fare with Miami-Dade Transit	Continuously	
7	E1	Distribute revised shuttle system maps; Market revitalized system; Develop new "look" and name for system	Fall 2004 / Winter 2005	
8	E2	Print & post revised shuttle system maps as signage along route	Fall 2004 / Winter 2005	
9				
10				

**MIAMI BEACH
TRANSPORTATION MANAGEMENT ASSOCIATION, INC.
BUDGET SUMMARY**

(October 1, 2004 - September 30, 2005)
(12 Months)

EXPENDITURES:

PAYROLL	\$	148,099
OPERATING		<u>117,569</u>
EXPENDITURE TOTAL:	\$	265,668

INCOME & SOURCES:

CITY OF MIAMI BEACH	\$	50,000
IN-KIND SERVICES		90,668
FDOT		<u>125,000</u>
FUNDING TOTAL:	\$	265,668

* Does not include funding related to independent contract between City of Miami Beach and MBTMA for management/administration of the ELECTROWAVE shuttle project by the MBTMA.

** Includes in-kind donations for board members and value of professional support time, marketing and advertising/publicity of TMA, use of Convention Center conference room for meetings and workshops, volunteer staff time, legal and technical support services (documented), equipment and furniture.

NOTE: IT IS IMPORTANT TO UNDERSTAND THAT IN-KIND/DONATED SERVICES AND EQUIPMENT ARE CONSIDERED BY FDOT AS ACTUAL DOLLARS (DONATED SERVICES RECEIVED BY THE TMA THAT HAVE A DOLLAR VALUE BUT THE TMA IS NOT CHARGED FOR) THESE IN-KIND SERVICES GENERATE FUNDS FROM FDOT THAT WOULD OTHERWISE NOT BE AVAILABLE FOR THE PROJECT.

MIAMI BEACH TRANSPORTATION MANAGEMENT ASSN., INC. OPERATING BUDGET

(October 1, 2004 - September 30, 2005)
(12 months)

EXPENDITURES:

SALARIES:

Executive Director (20 hrs. Wkly.)	\$	40,553
Associate Director (20 hrs. Wkly.)		31,954
Marketing Coordinator (20 hrs. Wkly.)		21,621
Clerical Support (20 hrs. Wkly.)		15,363
FRINGE BENEFITS:		<u>38,608</u>
TOTAL PAYROLL:	\$	148,099

OPERATING:

Professional Development	\$	500*
Travel (Local/Out of Area)		1,500**
Office Supplies		2,000
Postage		1,000
Rent (Office Space)		12,000
Equipment Maintenance (Copier, fax, typewriter, printers)		500
Telephone		2,400
Officer/Director Liability Insurance		2,500
Bi-Monthly Accounting Services		1,751
Annual Audit		1,750
Printing (special mail inserts, fliers)		<u>1,000***</u>
Sub-Total:	\$	26,901

IN-KIND SERVICES****

Annual City Wide Parking Permits	\$	1,648
Marketing/Advertising of TMA		14,475
Board Meeting/Workshop Room Use		1,867
Legal/Technical Support		30,000
Professional Support		<u>42,678</u>
Sub-Total:	\$	90,668

OPERATING TOTAL: \$ 117,569

BUDGET TOTAL: \$ 265,668

- * Workshop Registration Fees (Assn. Commuter Transportation - National Conf., Southeastern Assn. Commuter Transportation - Regional Conf., National TMA Summit - based on staff schedule and available funds)
- ** Airfare, hotel accommodations, ground transportation to attend above workshops
- *** Special announcements of workshops and handouts, mailing inserts for City Utility Bills, materials/information packets for annual Chamber of Commerce Business expo and workshops
- **** Donated Services (Documented)

MIAMI BEACH TRANSPORTATION MANAGEMENT ASSN., INC.

ANNUAL REPORT 2003/04

The following is a summary of accomplishments for Fiscal Year 2003/04:

_ Special Park & Ride Services

Special P & R services provided for:

Art Basel (12/03) (280 passengers)
Boat Show (2/04) (3,401 passengers with special passes)
Memorial Day Weekend (5/04) (8,843 passengers)
July 4th Concert (7/04) (2,392 passengers)

Development of two (2) year park & ride service for maintenance employees & shuttle employees beginning July 2004 from Watson Island to/from Terminal Island (Hours: 7:30 a.m. - 10:00 a.m. & 3:00 p.m. - 6:00 p.m.) during construction of CMB pump station and FDOT construction in the employee parking area on Terminal Island. Arrangements were made for van lease, insurance, driver and dispatching through First Transit, Inc.. Parking arrangements for Watson Island was coordinated through the CMB Parking Department and Miami Dade County.

_ Vanpool Services

Employer	LNR Properties	3 vans (7 pass.ea.)	21 employees
Employer	MB Fire Dept.	2 vans (9 & 15 pass.ea.)	24 employees

Vanpool leasing is coordinated through Vanpool Services, Inc..

_ Employer Ridesharing Activities

The MBTMA coordinated a record number of area employer-rideshare events this year in cooperation with South Florida Commuter Services (SFCS). MBTMA staff setup and worked at ridesharing exhibits, workshops and employee transportation days at major, local work sites. Working with the employer, SFCS is able to create a Zip Code analysis for each work shift showing employees' home locations and identifying clusters of

possible carpoolers/vanpoolers.

In addition, to identifying potential carpools and vanpools the MBTMA also promotes transit as an alternative to the private vehicle by providing transit schedules for employees. Along with this service employers received assistance in developing a program that would allow employees who use transit for their commute to/from work to take advantage of a pre-tax purchase of transit passes.

Employees who became registered users of these ridesharing services were also eligible for the "Emergency Ride Home Program" through SFCS.

The employee is required to ride transit, carpool, vanpool, bike or walk to work at least three or more days a week. Eligible program participants can use special trip vouchers to cover the cost (not including tip to the driver) of a taxi trip home. The program includes up to six free taxi ride vouchers per year for each individual.

Participating Employers:

Fountainbleau Hilton - Pre-tax program (Sessions held: Oct, Jan, Apr, May, June and July)

Eden Roc Hotel - Attended Associate Appreciation Day. Working with union representative toward development of vanpools for hourly employees.

Holiday Inn South Beach - over 50% of employees entered into ridesharing data base

Chamber of Commerce members - Employee Transportation Workshop
(Nov.)

Ritz Carlton - 54 employees entered into ridesharing data base

Marriott Courtyard - Transportation Day held - work ongoing

Royal Palm Crowne Plaza - Transportation Day (June)

South Beach Marriott - Transportation Day held - work ongoing

Mount Sinai/Miami Heart Hospital - Employee Tax Benefit Program being developed through Human Resources

“Bike to Work” Week

Activities were held in May beginning with a press conference at City Hall. Loews Hotel and Royal Palm Crowne Plaza Hotel actively encouraged all their employees to “Bike to Work” during the promotion. In addition, they installed bike racks at the work sites.

✓ **Training/Workshops/Presentations Attended**

Alliance for Reliable Transportation - Gave formal presentation on role of the MBTMA and the shuttle project

Citizens Independent Transportation Trust/Municipal Transportation Workshop

Gave formal presentation regarding ELECTROWAVE shuttle project and also served as panelist

Attended Federal Grants Management Training - Atlanta, GA

Attended 2003 Florida Commuter Choice Summit - Ft. Lauderdale, FL

Attended “Introduction to Transit Operation & Planning “5 Day Workshop” - Florida Department of Transportation

✓ **Other Related Management Projects**

Worked with Miami Beach Chamber of Commerce in developing proposal for “City Tour Project” for visitors

Serve as voting member of City of Miami Beach Transportation & Parking Committee

Development of Park & Ride Program with City of Miami Beach Parking Department and Director of Tourism

Prepared FY 2004/05 annual budgets for MBTMA and ELECTROWAVE shuttle project

Conducted several tours of the ELECTROWAVE shuttle project (South Florida Commuter Services, Florida DOT, Federal Transit Administration, Center for Urban Transportation Research - University of South Florida)

Prepared RFQ/RFP for marketing/public relations firms for re-branding of

shuttle and coordinated selection committee process, passenger interviews and community organization questionnaire. Secured an additional \$50,000 through FDOT/South Florida Commuter Services for shuttle re-branding consulting expenses

Respectfully Submitted:

Judy I. Evans
Executive Director

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miamibeachfl.gov



REDEVELOPMENT AGENCY MEMORANDUM

To: Chairman and Members of the Board
Miami Beach Redevelopment Agency

Date: September 28, 2004

From: Jorge M. Gonzalez
Executive Director

Subject: FOLLOW-UP INFORMATION ON JOINT CITY COMMISSION ITEM R7D AND REDEVELOPMENT AGENCY AGENDA ITEM 3E, ADOPTION OF THE CITY OF MIAMI BEACH AND MIAMI BEACH REDEVELOPMENT AGENCY CAPITAL BUDGET FOR FISCAL YEAR 2004/05 AND THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2005-2009.

The purpose of this memorandum is to provide you with an amendment and update relative to the joint City Commission agenda item R7D and Redevelopment Agency (RDA) agenda item 3E, Adoption of the City of Miami Beach and Miami Beach Redevelopment Agency Capital Budget for Fiscal Year 2004/05 and the Capital Improvement Plan for Fiscal Years 2005-2009.

Said amendment does not change the proposed budget in item R7D or RDA item 3E, but clarifies and remedies an input error in Exhibit A of both items R7D and RDA item 3E. An input error erroneously listed funding of \$185,950 in FY 2004/05 from RDA City Center Tax Increment Funds for the Convention Center & Theatre of Performing Arts Restroom, Interior, ADA Renovations, and Porte Cochere project; however, this funding should have been assigned to the Convention Center East Streetscape project. Attached is a corrected Exhibit A for both item R7D and RDA item 3E, correctly listing the \$185,950 in RDA City Center Tax Increment Funds added to the Convention Center East Streetscape project and removed from the Convention Center & Theatre of Performing Arts Restroom, Interior, ADA Renovations and Porte Cochere project.

JMG/PDW/mim 
T:\AGENDA\2004\September 28, 2004

Agenda Item 3E
Date 9-28-04

REVISED EXHIBIT A

JOINT CITY COMMISSION

ITEM R7D

&

REDEVELOPMENT AGENCY

ITEM 3E

FY 2004-2005 Capital Budget

Funding Summary

<i>Funding Source</i>	<i>Project Name</i>	<i>Revenue</i>
City Center TIF	Convention Center East Streetscape	3,574,034.00
	Citywide Wayfinding Signage Master Plan & Project	431,840.00
	Convention Center & TOPA Restroom, Interior and ADA Renovations & Porte Cochere	485,950
	Cultural Campus Streetscape	29,935.00
	Flamingo North, East, and West Neighborhoods Streetscape (Bid Package C)	14,907.00
	Sum	4,236,663.00
SP RDA TIF	South Pointe Streetscape - Phase III & Phase IV	1,801,121.00
	South Pointe Streetscape - Phase II	1,180,288.00
	Beachwalk II	1,000,000.00
	South Pointe Streetscape - Phase V	267,725.00
	South Pointe Streetscape - Phase I	247,046.00
	Citywide Wayfinding Signage Master Plan & Project	239,440.00
	Surface Lot Renovations Phase IV	165,000.00
	Flamingo South Neighborhood Streetscape (Flamingo Bid Package A)	59,352.00
	Water & Sewer Pump Station Upgrades Program	50,087.00
	South Pointe Park	43,181.00
	Sum	5,053,240.00
		3,759,981.00

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